CONTRACT #1 RFS # 339.17-027

Department of Mental Health and Developmental Disabilities (MHDD)

VENDOR: University of Tennessee

REQUEST: NON-COMPETITIVE AMENDMENT

RECEIVED

JUN 2 2 2007

FISCAL REVIEW

APPROVED	
Commissioner of Finance & Administration	<u></u>
Date:	

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.									
EACH REQUESTITEM BELOW MINDS DE DETAILED ON ADDRESSED AS TIESOTIES.									
1)	RFS # 339.17-027								
2)	State Agency Name : TDMHDD-MMHI								
-		EXISTING CONTRACT INFORMATON							
3)	Service Caption :	Psychiatric Services (Psychiatrist & Psychiatric Residents)							
4)	Contractor:	Contractor: University of Tennessee							
5)	Contract #	ED-04-01188-00							
6)	Contract Start Date :		July 1, 2003						
7)	<u>Current</u> Contract End Date	June 30, 2007							
8)	8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised : \$2,331,396.00								
		PROPOSED AMENDMENT INFORMATON							
9)	Proposed Amendment #		4						
10)	Proposed Amendment Efficient (attached explanation require	ective Date : ed if date is < 60 days after F&A receipt)	July 1, 2007						
11)	Proposed Contract End Da	ate IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2008						
12)	Proposed Total Maximum	Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$2,877,353.00						
13)	Approval Criteria : (select one)	use of Non-Competitive Negotiation is in the best interest	of the state						
	only one uniquely qualified service provider able to provide the service								
14) Description of the Proposed Amendment Effects & Any Additional Service :									
This amendment will revise the present contract by increasing the salaries of the Psychiatrist & Residents by 3%. There has not been an increase for two (2) years.									
15)	15) Explanation of Need for the Proposed Amendment :								
The	The facility wishes to retain the services of UT contracted Psychiatrist & Residents to fulfill the staffing needs of MMHI when the need								

arises. UT is the only medical school in West Tennessee that can provide the psychiatric coverage needed at Minim. Utilizing a medical school such as UT is a very cost effective means of providing quality services at less cost. Also, utilizing UT will also help in maintaining a relationship with another state agency that can prove useful in any present & future endeavors.										
16) Name & Address of Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)										
UT is a state education institution.										
17) Documentation of Office for Information Resources Endorsement : (required only if the subject service involves information technology)										
select one: Documentation Not Applicable to this Request Documentation Attached to this Request										
18) Documentation of Department of Personnel Endorsement : (required only if the subject service involves training for state employees)										
select one: Documentation Not Applicable to this Request Documentation Attached to this Request										
19) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property related services)										
select one: Documentation Not Applicable to this Request Documentation Attached to this Request										
20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :										
UT is the only medical school in West Tennessee that can provide the psychiatric coverage needed at MMHI.										
21) Justification for the Proposed Non-Competitive Amendment :										
Contracting with a state medical school such at UT is very cost effective. This approach will benefit both state agencies. MMHI will have emergency psychiatric services when needed & UT will have access to direct on-site supervised training.										
REQUESTING AGENCY HEAD SIGNATURE & DATE: (must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)										
Min Bett 6/19/07										
Agency Head Signature Date										



STATE OF TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION OFFICE OF CONTRACTS REVIEW

Contract Review Notes

RFS#	339.17-027, ED-04-01188-04, University of Tennessee
OCR REVIEWER:	Una Tosh
DATE:	June 5, 2007

DA.	E: June 5, 2007
#	GENERAL INFORMATION / INSTRUCTION
i	Address or correct each issue/problem detailed below.
	NOTE: Do <u>not</u> change the contract or the Contract Summary Sheets <u>except</u> as may be required to address or correct issues/problems detailed below. If for some reason additional change is found necessary, submit a cover memo detailing such along with the subject, contract when it is re-submitted to OCR for approval review.
ii	Obtain new contract party signatures (or initials) as necessary and appropriate for contract revisions.
fiii	Re-submit the proposed, contract (and any documentation and associated records required for approval) to OCR with a copy of this communication.
iv	If you do not concur and seek approval regardless of the review results detailed below, please:
	(1) complete the request for F&A executive review & approval in the "box" immediately below with the appropriate certified or authorized signature;
	(2) attach a written justification for not addressing review results prior to approval;
	(3) re-submit the proposed, contract (and any documentation and associated records required for approval) to OCR with a copy of this communication; the completed and signed request for F&A executive review & approval; and, written justification for not addressing review results prior to approval.

REQUEST FOR F&A EXECUTIVE REVIEW & APPROVAL

Upon our review of the matter and based on the attached justification, we do not concur that all or part of the information above is sufficient to prevent approval of the proposed contracting document. We therefore request F&A Commissioner approval notwithstanding any detailed review results that are not addressed.

Procuring Agency Head Signature:		
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1	#	ISSUE(S) / PROBLEM(S)	
	1	To correct this contract, a non competitive amendment request will be needed. Attacked. Sent to OCR	0
	2	Section C.3 Payment Methodology. You will need to include a table showing the rates for each fiscal year beginning with fiscal year 2004 through 2008.	-{



STATE OF TENNESSEE DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES

MENTAL HEALTH SERVICES Cordell Hull Building - 3rd Floor 425 5th Avenue North Nashville, Tennessee 37243

Robert Barlow

June 19, 2007

MEMORANDUM TO:

FROM:

/irainia/Totter Betts, MSN, JD, RN, FAAN

RE:

Non-competitive amendment request

This request is late being submitted because the original documents were returned by OCR on June 5, 2007 indicating that a Non Competitive Amendment request would be required before the Amendment could be processed.

The original contract, ED-04-01188-00, was approved for the term July 1, 2003 – June 2004. A Non Competitive Request was submitted and approved. Amendments were submitted and approved for the term July 2004 – June 2005, July 2005 – June 2006, and July 2006 – June 2007. A non-competitive amendment request was not submitted for either of these amendments. However, Amendment Number Four changed the payment methodology as well as the maximum liability, so a non-competitive amendment request should have been submitted prior to submitting the paperwork for the amendment.

This contract is with the University of Tennessee and provides for psychiatric services to those service recipients admitted to the Memphis Mental Health Institute.

Your favorable consideration of this request is appreciated. Please let me know if you need additional information.

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			ALTOTAL .				\$741,231.00

AMENDMENT FOUR TO CONTRACT ED-04-01188-00

This CONTRACT, by and between the State of Tennessee, Department of Mental Health and Developmental Disabilities-Memphis Mental Health Institute, hereinafter referred to as the State, and The University of Tennessee, hereinafter referred to as the CONTRACTOR, is hereby amended as follows:

- 1. Delete Section B.1 in its entirety and insert the following in its place:
 - B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2003 and ending on June 30, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 2. Delete Section C.1 and C.3. in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Two Million Eight Hundred Seventy Seven Thousand Three Hundred Fifty Three (\$2,877,353.00). The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

<u>SERVICE</u>	PAYMENT RATE PER MONTH & YR FY2007	PAYMENT RATE PER DAY & YR FY2008
Two (2) Psychiatrist-Staff	\$905.28 ea/day-\$189,204ea/yr	\$932.44 ea/day -\$194,880ea/yr
One (1) Resident-1 st year	\$222.50/day -\$48,951/yr	\$229.18/day -\$50,420/yr
One (1) Resident-2 nd year	\$233.19/day -\$50,136/yr	\$240.19/day -\$51,640/yr
One (1) Resident-4 th year*	\$4,380.00/mo -\$52,560/yr	-\$54,137/yr
*Residency not used for 3 rd students	5	

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

The Contractor will be allowed a maximum number of billable days per position per contract as follows:

Full-time Psychiatrist (2) will be allowed up to 1,672 hours or 209 days.

Resident-1st year will be allowed up to 1,760 hours or 220 days.

Resident-2nd year will be allowed up to 1,720 hours or 215 days.

A "day" shall be defined as a minimum of eight (8) hours of service. The Contractor shall bill only for portions of a day if the Contractor provided fewer than eight hours of service in a standard twenty-four hour day. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.

A "month" shall be defined as a minimum of eight (8) hours of service per workday — Monday through Friday excluding weekends and MHDD paid state holidays. The Contractor shall bill only for portions of a month if the Contractor provided less than the anticipated Monday through Friday on a pro rata basis of daily rate /eight (8) hours.

The other terms and conditions of this contract not amended hereby shall remain in full force and effect.

NAME & TITLE Forrari Anthony A. Forrari Vice Chancellor Finance & Operations OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES: Virginia T Betts, MSN, JD, RN, FAAN, Commissioner APPROVED: DEPARTMENT OF FINANCE AND ADMINISTRATION: DATE M. D. Goetz, Jr., Commissioner **DEPARTMENT OF PERSONNEL:** DATE Deborah E. Story, Commissioner COMPTROLLER OF THE TREASURY:

IN WITNESS WHEREOF:

UNIVERSITY OF TENNESSEE

John G. Morgan, Comptroller of the Treasury

DATE



STATE OF TENNESSEE **DEPARTMENT OF FINANCE AND ADMINISTRATION** OFFICE OF CONTRACTS REVIEW

Contract Review Notes

	1790							
RFS	S #	339.17-027, ED-04-01188-04, University of Tennessee						
oci	R REVIEWER:	Una Tosh						
DA	Γ E:	June 5, 2007						
#		GENERAL INFORMATION / INSTRUCTION						
i	Address or co	prrect <u>each</u> issue/problem detailed below.						
į		not change the contract or the Contract Summary Sheets except as may be required to address or						

correct issues/problems detailed below. If for some reason additional change is found necessary, submit a cover memo detailing such along with the subject, contract when it is re-submitted to OCR for approval review.

- Obtain new contract party signatures (or initials) as necessary and appropriate for contract revisions. ii
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- If you do not concur and seek approval regardless of the review results detailed below, please: ίv
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REQUEST FOR F&A EXECUTIVE REVIEW & APPROVAL

Upon our review of the matter and based on the attached justification, we do not concur that all or part of the information above is sufficient to prevent approval of the proposed contracting document. We therefore request F&A Commissioner approval notwithstanding any detailed review results that are not addressed.

Procuring Agency Head Signature:

#	ISSUE(S) / PROBLEM(S)
1	correct this contract, a non competitive amendment request will be needed.
2	Section C.3 Payment Methodology. You will need to include a table showing the rates for each fiscal year beginning with fiscal year 2004 through 2008.

submitted to OCR pending butions of non-competitive amendment sequest.

AMENDMENT FOUR TO CONTRACT ED-04-01188-00

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- Delete Section B.1 in its entirety and insert the following in its place: 1.
 - B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2003 and ending on June 30, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
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 - The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not quarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.
 - C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

SERVICE	PAYMENT RATE PER MONTH & YR FY2007	PAYMENT RATE PER DAY & YR FY2008
Two (2) Psychiatrist-Staff	\$905.28 ea/day-\$189,204ea/yr	\$932.44 ea/day -\$194,880ea/yr
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One (1) Resident-4 th year*	\$4,380.00/mo -\$52,560/yr	-\$54,137/yr
*Residency not used for 3 rd student	s	

(See attachment A for the comparison of payment rates for fiscal years 2004 through 2008)

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total

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The other terms and conditions of this contract not amended hereby shall remain in full force and effect.

IN WITHESS WHENEOF:	
UNIVERSITY OF TENNESSEE	
NAME & TITLE	DATE
DEPARTMENT OF MENTAL HEALTH AND DEVELOPMENTAL	DISABILITIES:
Virginia T. Betts, MSN, JD, RN, FAAN, Commissioner	DATE
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	
M. D. Goetz, Jr., Commissioner	DATE
DEPARTMENT OF PERSONNEL:	
Deborah E. Story, Commissioner	DATE
COMPTROLLER OF THE TREASURY:	
John G. Morgan, Comptroller of the Treasury	DATE

ATTACHMENT A

UT MED DIRECTOR, PSYCH & RESIDENTS-COMPARISON ANALYSIS FY 2004 THRU FY2008 CALCULATION WORKSHEET

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		FY2004		FY2004	FY2005	FY2005	FY2006	FY2006	FY2007	FY2007	FY2008	FY2008
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From:

Linda White

To:

Parker, Linda

Date:

6/20/2007 3:15 PM

Subject:

Fwd: RE: SUGGESTIONS TO HOW TO INCLUDE THE COMPARISON FORUT-ED04-

01188

Attachments:

RE: SUGGESTIONS TO HOW TO INCLUDE THE COMPARISON FORUT-ED04-01188

Linda,

I have gotten an OK from UT on the revision to include the payment history as an attachment for amendment #4 for ED-04-01188 contract.

Linda C. White Financial/Fiscal Director, MMHI Work: (901) 524-1212 Fax: (901) 524-1214 Linda.White@.state.tn.us

The information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this email in error, please delete it and immediately notify the person named above by reply mail From:

"Pulliam, Sandra S" <spulliam@utmem.edu>
"Linda White" <Linda.White@state.tn.us>

To: Date:

6/20/2007 3:01 PM

Subject:

RE: SUGGESTIONS TO HOW TO INCLUDE THE COMPARISON FORUT-ED04-

01188

That'll be fine.

Sandra Pulliam Contracts Manager

University of Tennessee Health Science Center

Telephone: 901-448-4890 Fax: 901-448-7775

----Original Message----

From: Linda White [mailto:Linda.White@state.tn.us]

Sent: Wednesday, June 20, 2007 2:13 PM To: Haynes, Aaron M; Pulliam, Sandra S

Subject: RE: SUGGESTIONS TO HOW TO INCLUDE THE COMPARISON

FORUT-ED04-01188 Importance: High

** High Priority **

Thanks, Aaron. I will be awaiting Sandra's approval.

Linda C. White Financial/Fiscal Director, MMHI

Work: (901) 524-1212 Fax: (901) 524-1214 Linda.White@.state.tn.us

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>>> "Haynes, Aaron M" <ahaynes@utmem.edu> 6/20/2007 12:51 PM >>> It looks fine to me.

Aaron

----Original Message----

From: Linda White [mailto:Linda.White@state.tn.us]

Sent: Wednesday, June 20, 2007 11:42 AM

To: Pulliam, Sandra S Cc: Haynes, Aaron M

Subject: SUGGESTIONS TO HOW TO INCLUDE THE COMPARISON FOR UT-ED04-01188

Importance: High

** High Priority **

Sandra,

TDMHDD contract office requested a revision to contract amendment #4 (ED04-01188-04) for FY2008 for us to include a payment history starting with FY2004. In order to expedite this request, my suggestion is to add an attachment labeled "ATTACHMENT A" & make a note in section C.3. Payment Methodology to reference the attachment.

I have attached the two files which would show this revision that our contract office is requesting. I need UT's approval via email to proceed with this revision & use the signature sheet from the previously submitted amendment.

Thanks,

That'll be fine.

Sandra Pulliam Contracts Manager University of Tennessee Health Science Center Telephone: 901-448-4890

Fax: 901-448-7775
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